

# EXHIBIT A



Claim# 0611969460

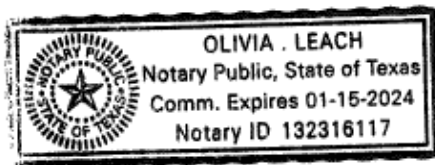
To Whom It May Concern:

I, Swapnil Kunjekar, employee of Allstate Insurance Company Irving, Texas,  
do certify that the enclosed is a copy of policy and or declaration page for the above  
claim number, showing the coverages that were on the policy at the time of loss  
of 01/07/2021.

Swapnil Kunjekar  
Claim Support

State of Texas, County of Dallas

On this 15th day of January 2021, before me personally  
appeared Swapnil Kunjekar to me known to be the person who executed the  
foregoing instrument and acknowledged that he/she executed the same as a free act  
and deed.



Olivia Leach  
Notary Public





Stanley Lewis  
4014 Clairmont Rd  
Chamblee GA 30341-3210

Information as of August 31, 2020  
Policyholder(s) Page 1 of 2

**Andrew Bahr, Robert Bahr**

Policy number

**821 074 045**

Your Allstate agency is

**Stanley Lewis**

(678) 367-4180

STANLEYLEWIS@ALLSTATE.COM

ANDREW BAHR  
3515 LEVERICH STREET  
ATLANTA GA 30349

## Thank you for being a loyal Allstate customer—we're happy to have you with us!

Here's your Landlords Package insurance renewal offer for the next 12 months. I've also included a guide to what's in this package and answers to some common questions.

### Renewing your policy is easy

Keep an eye out for your bill, which should arrive in a couple of weeks. Just send your payment by the due date on your bill. If you're enrolled in the Allstate® Easy Pay Plan, you won't receive a bill—we'll send you a statement with your payment withdrawal schedule. You also won't receive a bill if a mortgage company or lienholder pays your insurance premium for you.

### How to contact us

Give me a call at (678) 367-4180 if you have any questions. It's my job to make sure you're in good hands.

Sincerely,

Stanley Lewis  
Your Allstate Agent

RP378-4



Policy number: **821 074 045**  
 Policy effective date: October 16, 2020

Page 2 of 2

## Your Insurance Coverage Checklist

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

### ☐ What's in this package?

See the guide below for the documents that are included.  
**Next steps:** review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.

### ☐ What about my bill?

Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.

You can also pay your bill online at [allstate.com](http://allstate.com) or by calling 1-800-ALLSTATE (1-800-255-7828). Para español, llamar al 1-800-979-4285. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.

### ☐ Am I getting all the discounts I should?

Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.

### ☐ What if I have questions?

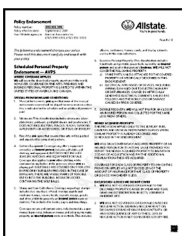
You can either contact your Allstate Agent or call us 24/7 at 1-800-ALLSTATE (1-800-255-7828) - para español, llamar al 1-800-979-4285 - with questions about your coverage, or to update your coverages, limits, or deductibles. Or visit us online at [allstate.com](http://allstate.com).

## A guide to your renewal package



### Policy Declarations\*

The Policy Declarations lists policy details, such as your property details and coverages.



### Policy Endorsements

If changes are made to your policy, these documents will include your new contract language.



### Important Notices

We use these notices to call attention to particularly important coverages, policy changes and discounts.



### Insurance Made Simple

Insurance seem complicated? Our online guides explain coverage terms and features:  
[www.allstate.com/madesimple](http://www.allstate.com/madesimple)  
[Espanol.allstate.com/facildeentender](http://Espanol.allstate.com/facildeentender)

\* To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

## Renewal Landlords Package Policy Declarations



Your policy effective date is October 16, 2020

Page 1 of 3

### Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for property insured \$836.07

<b>Total</b>	<b>\$836.07</b>
--------------	-----------------

**Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s). If you do not pay your bill by the due date shown on your billing statement, you may be charged a late fee.**

The portion of the total premium shown above that is attributable to coverage for losses caused by "acts of terrorism" to which the federal Program established by the "Terrorism Risk Insurance Act", as amended, applies is \$0.00. **SEE THE ENCLOSED "POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE" -- AP3337-3.**

### Discount (included in your total premium)

Claim Free 1%

### Location of property insured

5430 Winstead Court, College Park, GA 30349-3164

### Rating Information\*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X67676-4) for additional coverage information. Contact us if you have any changes.

The dwelling is of frame construction and is occupied by 1 family

#### Dwelling Style:

Built in 2014; 1 family; 1600 sq. ft.; 2 stories; condition - Satisfactory

#### Foundation:

Below grade basement, 100%

#### Attached structure:

One 2-car attached garage

#### Interior details:

One builders grade kitchen

Two builders grade full baths

One zero clearance pre-fab fireplace

#### Exterior wall type:

100% wood siding

#### Interior wall partition:

100% drywall

#### Heating and cooling:

Information as of August 31, 2020

### Summary

Named Insured(s)

**Andrew Bahr, Robert Bahr**

Mailing address

**3515 Leverich Street  
Atlanta GA 30349**

Policy number

**821 074 045**

Your policy provided by

**Allstate Indemnity Company**

Policy period

Begins on **October 16, 2020** at 12:01

A.M. standard time, with no fixed date of expiration

Premium period

Beginning **October 16, 2020** through  
**October 16, 2021** at 12:01 A.M. standard time

Your Allstate agency is

**Stanley Lewis**

4014 Clairmont Rd

Chamblee GA 30341-3210

(678) 367-4180

STANLEYLEWIS@ALLSTATE.COM

**Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.**

(continued)

GA072R8D



## Renewal Landlords Package Policy Declarations

Policy number: **821 074 045**

Policy effective date: October 16, 2020

Page 2 of 3

**Rating Information\* (continued)**

Gas heating, 100% Central air - same ducts, 100%

**Additional details:**

Standard wood sash with glass, 100% Interior wall height - 8 ft, 100%

Two exterior wood doors

Fire department subscription - no 2 miles to fire department

**Roof surface material type:**

Composition

- 100% asphalt / fiberglass shingle

*\*This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

**Mortgagee**

WELLS FARGO BANK NA 936 ITS SUCCESSORS &amp;/OR ASSIGNS

P O Box 100515, Florence, SC 29502-0515

Loan number: 0504375585

**Additional Interested Party**

None

**Coverage detail** for the property insured

<b>Coverage</b>	<b>Limits of Liability</b>	<b>Applicable Deductible(s)</b>
Dwelling Protection	\$227,473	▪ \$2,500 All peril
Other Structures Protection	\$22,748	▪ \$2,500 All peril
Personal Property Protection - Reimbursement Provision	\$11,374	▪ \$2,500 All peril
Fair Rental Income Protection	Refer to Policy	
Liability Protection	\$500,000 each occurrence	
Premises Medical Protection	\$1,000 each person	
Fire Department Charges	\$500	
Optional Protection for Mold	<b>Not purchased*</b>	
Building Codes	<b>Not purchased*</b>	
Loss Assessments	<b>Not purchased*</b>	
Satellite Dish Antennas	<b>Not purchased*</b>	

**\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.**

Renewal Landlords Package Policy Declarations

Policy number:

**821 074 045**

Policy effective date:

October 16, 2020

Page 3 of 3



## Your policy documents

---

Your Landlords Package policy consists of the Policy Declarations and the following documents. Please keep them together.

- Landlords Package Policy - AS84
- Georgia Landlords Package Policy Amendatory Endorsement - AS185-5
- Policyholder Disclosure Notice of Terrorism Insurance Coverage - AP3337-3
- Standard Fire Policy Provisions - AU14116

## Important payment and coverage information

---

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ A \$10.00 late fee may be assessed if payment is received after the due date.
- ▶ Coverage A - Dwelling Protection Limit includes an approximate increase of \$10,000 due to the Property Insurance Adjustment provision. Coverage B - Other Structures Protection and Coverage C - Personal Property Protection adjusted accordingly.
- ▶ Do not pay. Mortgagee has been billed.

---

**Allstate Indemnity Company's** Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

A handwritten signature in black ink that reads "Julie Parsons".

Julie Parsons  
President

A handwritten signature in black ink that reads "Susan L. Lees".

Susan L. Lees  
Secretary





## Policy Endorsement

Policy number:

**821 074 045**

Policy effective date:

October 16, 2020

*The following endorsement changes your policy.*

*Please read this document carefully and keep it with your policy.*

## Policyholder Disclosure Notice Of Terrorism

### Insurance Coverage - AP3337-3

The federal Terrorism Risk Insurance Act, as amended, (the Act), establishes a temporary federal Program (the federal Program) providing for a system of shared public and private compensation for certain insured commercial property and casualty losses resulting from "acts of terrorism," as defined in the Act.

The Act, as amended in 2015, defines an "act of terrorism" as any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**Your** insurance coverage includes coverage for losses caused by "acts of terrorism" to which the federal Program applies. This coverage is subject to all other terms, conditions, limitations and exclusions of **your** policy.

### Disclosure Of Federal Share Of Compensation For Insured Losses

Insured losses caused by "acts of terrorism" to which the federal Program applies would be partially reimbursed by the United States Government under a formula established by federal law. Under that formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

**You** should also know that the Act, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, **your** coverage may be reduced.

### Disclosure of Premium

The portion of **your** annual premium that is attributable to coverage for losses caused by "acts of terrorism" to which the federal Program applies is \$0.00.

**Important notices**

Policy number: **821 074 045**  
 Policy effective date: October 16, 2020

Page 1 of 2

**Dwelling Profile**

Your Dwelling Protection-Coverage A limit is: \$227,473

The Dwelling Protection-Coverage A limit shown above, which is based on information that you have provided to us, is also shown on the enclosed Policy Declarations for your insurance policy.

The decision regarding the limit amount applicable to your Dwelling Protection-Coverage A is your decision to make, as long as, at a minimum, you purchase a Coverage A limit equal to the estimated cost as determined by Allstate and do not exceed maximum coverage limitations established by Allstate (we will let you know if the amount of insurance that you request is greater than that which we allow).

It is important to keep in mind that the minimum Coverage A limit for which we will insure your property reflects an estimated replacement cost based on selected data that was available to us when we made this estimate (this information is described further in the "Rating Information" section of your Policy Declarations). The actual amount it will cost to replace your covered property cannot be known until after a covered total loss has occurred, so it is important that you let us know now, before a covered total loss occurs, if you would like to change your Coverage A limit.

**How is the replacement cost estimated?**

Many factors can affect the cost to replace your property, including age, size, and type of construction. For example, the estimated replacement cost uses construction data, such as labor and materials that are available to us when we made this estimate. This estimate is also based on characteristics of the property, which include information that you provided to us. Please note that if you have chosen to insure your dwelling for a limit that is greater than our estimate (which is the minimum amount for which we will insure your dwelling), the amount shown above actually reflects this higher amount. If you would like to make any changes to the Coverage A limit, please contact us.

**Note to customers renewing their policy**

The estimated replacement cost for your property may have changed since your last renewal. This is because Allstate uses the property characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor and material rates for your zip code, Allstate takes the property characteristics that you have provided and determines the updated estimated replacement cost. The information about your property's characteristics is provided in the "Rating Information" section of your Policy Declarations.

**Please note: Your Dwelling information is used to estimate your home replacement cost. It's important to review and update this information so we're using the most accurate details to estimate your home's replacement value.**

If the information about your property shown in your Declarations requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative.

**Additional Information About Dwelling Protection Limits**

Your policy includes a feature called "Property Insurance Adjustment" (PIA). PIA reflects changes in construction costs in your area that may have occurred during the policy period.

We would like you to know that your policy's PIA recently indicated that construction costs in your area have increased. Based on this information, we have automatically increased your Dwelling Protection-Coverage A limits.

However, it is ultimately your responsibility to consider whether the changes we have made are sufficient for your insurance needs. It is important for you to understand that these are only estimates and the new limits of your policy may not provide sufficient coverage in the event of a loss. For example, if you have done any remodeling to your home which has not been updated in our records, your home's replacement cost may be higher than our current records indicate. In that case, you may want to increase your limits to reflect such changes. Conversely, there is a possibility that your new limits may provide coverage in excess of the actual replacement cost of your home. For example, if you originally decided to insure your home at an amount that exceeded the estimated replacement cost, you may want to call your Allstate representative to discuss the current value of your home and the possibility of lowering your limits.

If you have any questions about PIA, or your policy in general, please contact your Allstate representative.

**X67676-4****Coverage Options Give You the Ability to Tailor Your Policy to Your Needs**

We know that your protection needs and preferences can change over time. So we want you to keep in mind that you have the ability to make changes to your coverage to address



Important notices

Policy number:

**821 074 045**

Policy effective date:

October 16, 2020

Page 2 of 2

those changing needs. Below are two options you may want to consider.

### **Removing Windstorm and Hail Coverage from Your Policy**

Your property policy currently includes coverage for damage from windstorm and hail. If, for any reason, you believe you no longer need this coverage, you have the ability to remove it from your policy. If you're interested in removing this coverage, please contact your Allstate representative.

### **Adding/Increasing a Tropical Cyclone Deductible**

In addition, you have the option to add or increase a deductible for certain coverages, such as your Tropical Cyclone Deductible (TCD). Adding or increasing a TCD may also help you reduce your premium, and we know that managing insurance costs is important to you. For your convenience, we have listed below the range of TCDs we currently offer customers.

If you're interested in adding a TCD or increasing the TCD currently on your policy, please contact your Allstate representative. Any TCD currently on your policy is listed on your Policy Declarations.

<b>Tropical Cyclone Deductible Options</b>	<b>Homeowners</b>	<b>Condominiums</b>	<b>Landlord s</b>
1%	X	X	
2%	X	X	X
5%	X	X	X
10%	X	X	X

### **Please Keep in Mind**

It's important to remember the potential consequences associated with making either of the policy changes described above. If you remove windstorm and hail coverage from your policy, your property would be without protection in the event of a windstorm. Increasing your Tropical Cyclone Deductible may save you money but would increase your out-of-pocket expenses in the event that you filed a property claim for tropical cyclone damage.

### **Have Questions? Please Contact Us**

If you have any questions regarding this matter or your insurance coverage in general, please contact your Allstate representative. Thank you for choosing Allstate.

**X72775**

## Privacy Statement

Policy number:

**821 074 045**

Policy effective date:

October 16, 2020

Page 1 of 2



Thank you for choosing Allstate. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

### Our Privacy Assurance

- We do not sell your personal or medical information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services, unless permitted pursuant to a joint marketing agreement.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law: to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

### What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, Social Security Number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources including, but not limited to, insurance support organizations that assemble or collect information about individuals for the purpose of providing to insurance companies. This information may include, but is not limited to,

your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit allstate.com, web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use allstate.com.

### How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy
- Market our products
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Allstate-affiliated companies
- Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use allstate.com
- Other financial institutions with whom we have a joint marketing agreement
- Other insurance companies that play a role in an insurance transaction with you
- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors

### The Internet and Your Information Security



## Privacy Statement

Policy number:

**821 074 045**

Policy effective date:

October 16, 2020

Page 2 of 2

We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to allstate.com. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the allstate.com homepage.

To learn more, the allstate.com Privacy Statement provides information relating to your use of the website. This includes, for example, information regarding:

- 1) How we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 2) Who should use our website;
- 3) The security of information over the Internet; and
- 4) Links and co-branded sites.

## How You Can Review and Correct Your Personal Information

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:

Allstate Insurance Company Customer Privacy Inquiries  
PO Box 660598  
Dallas, TX 75266-0598

## Your Preference for Sharing Personal Information

We would like to share your personal information with one or more Allstate affiliates in order to make you aware of different products, services and offers they can provide. However, you can request that Allstate and its affiliate companies not share your personal information with our affiliates for marketing products and services.

To request that we not allow other Allstate affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-856-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request.

If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

## We Appreciate Your Business

Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

If you have questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-ALLSTATE.

We reserve the right to change our Privacy practices, procedures, and terms.

Allstate Insurance Company

Allstate entities on which behalf this notice is provided and amongst which information may be shared:

The Allstate family of companies, LSA Securities, Deerbrook General Agency, Inc., Deerbrook Insurance Company, North Light Specialty Insurance Company, Northbrook Indemnity Company.

Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

(ed. 10/2015)

**X73180v6**

---

# Allstate Landlords Package Policy

---

Allstate Indemnity Company  
The Company Named in the Policy Declarations  
A Stock Company —Home Office: Northbrook, Illinois 60062

AS84



**Table of Contents****GENERAL**

Definitions Used in This Policy .....	2
Insuring Agreement .....	3
Conformity to State Statutes .....	4
Coverage Changes .....	4
Policy Transfer .....	4
Continued Coverage After Your Death .....	4
Cancellation .....	4
Misrepresentation, Fraud or Concealment .....	5
Charge for Insufficient Funds .....	5
Conditional Reinstatement .....	5
What Law Will Apply .....	5
Where Lawsuits May Be Brought .....	5
Action Against Us .....	6
Arbitration .....	6

**SECTION I – YOUR PROPERTY****Coverage A****Dwelling Protection**

Property We Cover Under Coverage A .....	6
Property We Do Not Cover Under Coverage A .....	6

**Coverage B****Other Structures Protection**

Property We Cover Under Coverage B .....	6
Property We Do Not Cover Under Coverage B .....	7

Losses We Cover Under Coverages A and B ....	7
Losses We Do Not Cover Under Coverages A and B .....	7

**Coverage C****Personal Property Protection**

Property We Cover Under Coverage C .....	10
Property We Do Not Cover Under Coverage C ..	10
Losses We Cover Under Coverage C .....	11
Losses We Do Not Cover Under Coverage C ....	12

**Coverage D****Fair Rental Income**

We Will Cover Under Coverage D .....	14
--------------------------------------	----

**Section I Additional Protection**

Debris Removal .....	14
Trees, Shrubs, Plants and Lawns .....	14
Emergency Removal of Property .....	15
Fire Department Charges .....	15
Temporary Repairs After a Loss .....	15
Arson Reward .....	15
Collapse .....	15
Land .....	16

**Section I – Conditions**

Deductible .....	16
Insurable Interest and Our Liability .....	16
What You Must Do After a Loss .....	16
Our Settlement Options .....	17
How We Pay For a Loss .....	17
Our Settlement of Loss .....	19
Appraisal .....	19
Abandoned Property .....	19
Mortgagee .....	19
Permission Granted to You .....	20
Our Rights To Recover Payment .....	20
Our Rights To Obtain Salvage .....	20
Action Against Us .....	20
Loss to A Pair or Set .....	20
Glass Replacement .....	20
No Benefit to Bailee .....	20
Other Insurance .....	20
Property Insurance Adjustment .....	20
Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss .....	21

**SECTION II – LIABILITY AND PREMISES  
MEDICAL PROTECTION****Coverage X****Liability Protection**

Losses We Cover Under Coverage X .....	21
Losses We Do Not Cover Under Coverage X ....	22

**Coverage Y****Premises Medical Protection**

Losses We Cover Under Coverage Y .....	24
--	----

Losses We Do Not Cover Under Coverage Y.....24

## Section II – Additional Protection

Claim Expenses.....25  
Emergency First Aid.....25

## Section II Conditions

What You Must Do After a Loss.....25  
What an Injured Person Must Do –  
Coverage Y – Premises Medical  
Protection .....26  
Our Payment of Loss – Coverage Y –  
Premises Medical Protection .....26  
Our Limits of Liability .....26  
Bankruptcy .....26  
Our Rights to Recover Payment –  
Coverage X – Liability Protection .....26  
Action Against Us.....26  
Other Insurance – Coverage X –  
Liability Protection.....27

## SECTION III – OPTIONAL PROTECTION

### Optional Coverages

#### You May Buy

Coverage BC  
Building Codes .....27  
Coverage F  
Fire Department Charges .....27  
Coverage G  
Loss Assessments.....27  
Coverage SD  
Satellite Dish Antennas .....28

## GENERAL

### Definitions Used in This Policy

1. **Bodily injury** – means physical harm to the body, including sickness, disability or disease, and resulting death, except that **bodily injury** does not include:
  - a) any venereal disease;
  - b) Herpes;

- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

Under **Coverage Y – Premises Medical Protection, bodily injury** means physical harm to the body, including sickness or disease, except that **bodily injury** does not include:

- a) any venereal disease;
- b) Herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

2. **Building structure** – means a structure with walls and a roof.
3. **Business** – means any full or part-time activity of any kind engaged in for economic gain and the use of any part of any premises for such purposes. However, the lawful rental or lease, or holding for rental or lease, of the **residence premises** will not be considered a **business**.
4. **Dwelling** – means a one, two, three or four family **building structure** which is used principally as a private residence and located at the address stated on the Policy Declarations.
5. **Insured person(s)** – means:
  - a) if **you** are shown on the Policy Declarations as an individual and **you** are a sole proprietor, **you** and **your** resident spouse.
  - b) if **you** are shown on the Policy Declarations as a partnership or joint



venture, the named partnership or joint venture, including any of its partners or members individually while acting within the course and scope of their duties in connection with the ownership, maintenance or use of the **residence premises**.

- c) if **you** are shown on the Policy Declarations as an organization other than a partnership or joint venture, the organization directors, trustees or governors of the organization while acting within the course and scope of their duties in connection with the ownership, maintenance or use of the **residence premises**.
- d) **your** employees, while acting within the course and scope of their employment in connection with the ownership, maintenance or use of the **residence premises**.
- e) any person or organization while acting as **your** real estate manager for the **residence premises**.

This policy does not apply to **bodily injury**, **personal injury** or **property damage** arising from the conduct of any partnership, joint venture or organization which is not named on the Policy Declarations as the insured.

- 6. **Occurrence** – means:
  - a) under **Coverage X – Liability Protection**, an accident during the policy period, including continued and repeated exposure to substantially the same general harmful conditions during the policy period, resulting in **bodily injury**, **personal injury** or **property damage** and arising from the ownership, maintenance or use of the **residence premises**.
  - b) under **Coverage Y – Premises Medical Protection**, an accident during the policy period, including continued and repeated exposure to substantially the same general harmful conditions during the policy period, resulting in **bodily injury** and arising from the ownership,

maintenance or use of the **residence premises**.

- 7. **Personal injury** – means damages resulting from:
  - a) false arrest; false imprisonment; wrongful detention;
  - b) wrongful entry; invasion of rights of occupancy; wrongful eviction;
  - c) libel; slander; humiliation; defamation of character; invasion of rights of privacy.
- 8. **Property damage** – means physical harm to or destruction of tangible property, including loss of its use resulting from such physical harm or destruction. **Property damage** does not include theft or conversion of property by an **insured person**.
- 9. **Rental Unit** – means that portion of **your dwelling** which forms separate living space intended for **tenant** occupancy.
- 10. **Residence premises** – means **your dwelling**, other structures and land located at the address stated on the Policy Declarations.
- 11. **Tenant** – means any person who rents, leases or lawfully occupies a **rental unit**.
- 12. **Vandalism** – means willful or malicious conduct resulting in damage or destruction of property. **Vandalism** does not include theft of property.
- 13. **We, us, or our** – means the company named on the Policy Declarations.
- 14. **You or your** – means the person(s), partnership, joint venture, or organization specifically named on the Policy Declarations as the insured.

#### ***Insuring Agreement***

In reliance on the information **you** have given **us**, **we** agree to provide the coverages indicated on the Policy Declarations. In return, **you** must pay the premium when due, comply with the policy terms

and conditions, and inform **us** of any change in title or use of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or **occurrences** that take place during the Policy Period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

The terms of this policy impose joint obligations on persons defined as an **insured person**. This means that the responsibilities, acts and failures to act of a person defined as an **insured person** will be binding upon every other person defined as an **insured person**.

#### ***Conformity To State Statutes***

When a policy provision conflicts with the statutes of the state in which the **residence premises** is located, the provision is amended to conform to such statutes.

#### ***Coverage Changes***

When **we** broaden coverage during the premium period without charge, **you** have the broadened coverage if **you** have purchased the coverage to which the changes apply. The broadened coverage applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy is based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly during the policy period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required, for **our** use in **your** state. The rates in effect at the beginning of **your** current premium period will be used to calculate any change in **your** premium.

#### ***Policy Transfer***

**You** may not transfer this policy to another person or organization without **our** written consent.

#### ***Continued Coverage After Your Death***

If **you** die, coverage will continue until the end of the premium period for:

1. **Your** legal representative while acting as such, but only with respect to the **residence premises** and property covered under this policy on the date of **your** death.
2. An **insured person**, and any person having proper temporary custody of **your** property until a legal representative is appointed and qualified.

#### ***Cancellation***

**Your** Right to Cancel:

**You** may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

**Our** Right to Cancel:

**We** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations.

When this policy has been in effect for less than 60 days, and is not a renewal with **us**, **we** may cancel this policy for any reason by giving **you** at least 10 days notice before the cancellation takes effect.

When this policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

1. non-payment of premium;
2. the policy was obtained by misrepresentation, fraud or concealment of material facts;
3. material misrepresentation, fraud or concealment of material facts in presenting a claim, or violation of any of the policy terms;
4. there has been a substantial change or increase in hazard in the risk **we** originally accepted; or
5. the **dwelling** has been condemned by a governmental authority.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for any of the other reasons, **we** will give **you** at least 30 days notice.

**Our** mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

**Our Right Not to Continue or Renew:**

**We** have the right not to continue or renew this policy beyond the current premium period. If **we** do not intend to continue or renew the policy, **we** will mail **you** notice at least 30 days before the end of the premium period. **Our** mailing the notice or nonrenewal to **you** will be deemed proof of notice.

***Misrepresentation, Fraud or Concealment***

**We** may void this policy if it was obtained by misrepresentation, fraud or concealment of material facts. If **we** determine that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

**We** do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.

***Charge for Insufficient Funds***

If at any time, **your** payment of any premium amount due is made by check, electronic transaction, or other remittance which is not honored because of insufficient funds or a closed account, **you** will be charged a fee.

***Conditional Reinstatement***

If **we** mail a cancellation notice because **you** didn't pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue

which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

***What Law Will Apply***

This policy is issued in accordance with the laws of the state in which the **residence premises** is located and covers property or risks principally located in that state. Subject to the following paragraph, the laws of the state in which the **residence premises** is located shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside the state in which the **residence premises** is located, claims or disputes regarding that covered loss to property, or any other covered **occurrence** may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered **occurrence** happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

***Where Lawsuits May Be Brought***

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside the state in which the **residence premises** is located, lawsuits regarding that covered loss to property, or any other covered

**occurrence** may also be brought in the judicial district where that covered loss to property, or any other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

#### **Action Against Us**

No one may bring an action against **us** unless there has been full compliance with all policy terms.

Any action against **us** to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within one year of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

#### **Arbitration**

Any claim or dispute in any way related to this policy, by an **insured person** against **us** or **us** against an **insured person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a) no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

## **SECTION I – YOUR PROPERTY**

### **Coverage A**

#### **Dwelling Protection**

##### **Property We Cover Under Coverage A:**

1. **Your dwelling**, including attached structures, at the **residence premises**. Fences, and structures connected to **your dwelling** by only a fence, utility line, or similar connection, are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.
3. Wall-to-wall carpeting fastened to **your dwelling**.

##### **Property We Do Not Cover Under Coverage A:**

1. Any structure or other property covered under **Coverage B – Other Structures Protection**.
2. Land, no matter where located, or the replacement, rebuilding, restoration, stabilization or value of any such land.
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.
4. Construction materials and supplies at the **residence premises** for use in connection with structures other than **your dwelling**.

### **Coverage B**

#### **Other Structures Protection**

##### **Property We Cover Under Coverage B:**

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. Structures connected to **your dwelling** by only a fence, utility line, or similar connection.

3. Construction materials and supplies at the **residence premises** for use in connection with structures, other than **your dwelling**, at the **residence premises**.
4. Wall-to-wall carpeting fastened to **building structures** other than **your dwelling**.
5. Fences at the **residence premises**, whether or not connected to **your dwelling**.

***Property We Do Not Cover Under Coverage B:***

1. Any structure or other property covered under **Coverage A – Dwelling Protection**.
2. Land, no matter where located, or the replacement, rebuilding, restoration, stabilization or value of any such land.
3. Satellite dish antennas and their systems, whether or not attached to a **building structure**.
4. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling** or any structure not located at the **residence premises**.

***Losses We Cover Under Coverages A and B:***

**We** will cover sudden and accidental direct physical loss to property described in **Coverage A – Dwelling Protection** and **Coverage B – Other Structures Protection** except as limited or excluded in this policy.

***Losses We Do Not Cover Under Coverages A and B:***

- A. **We** do not cover loss to the property described in **Coverage A – Dwelling Protection** or **Coverage B – Other Structures Protection** consisting of or caused by:
  1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
  2. Water or any other substance that backs up through sewers or drains.

3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through, any part of the **residence premises**.

**We** do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

**We** do cover sudden and accidental direct physical loss caused by fire, explosion, or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**.

**We** do cover sudden and accidental direct physical loss caused by actions of civil authority to prevent the spread of fire.

7. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.
8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.
9. Intentional or criminal acts of, or at the direction of, an **insured person**, if the loss that occurs:
  - a) may be reasonably expected to result from such acts; or
  - b) is the intended result of such acts.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

10. Collapse of a **building structure** or any part of a **building structure**, except as specifically provided in **Section I – Additional Protection** under item 7, Collapse.
11. Soil conditions, including, but not limited to, corrosive action, chemicals, compounds, elements, suspensions, crystal formations or gels in the soil.
12. Any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
  - a) lead in any form;
  - b) asbestos in any form;
  - c) radon in any form; or
  - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.
13. a) Wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
- b) Mechanical breakdown;

- c) Growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground;
- d) Rust or other corrosion;
- e) Contamination, including, but not limited to, the presence of toxic, noxious, or hazardous gasses, chemicals, liquids, solids or other substances at the **residence premises** or in the air, land or water serving the **residence premises**;
- f) Smog, smoke from the manufacturing of any controlled substance, agricultural smudging and industrial operations;
- g) Settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- h) Insects, rodents, birds or domestic animals. **We** do cover the breakage of glass or safety glazing materials caused by birds; or
- i) Seizure by government authority.

If any of a) through h) cause the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system within **your dwelling**, **we** cover the direct physical damage caused by the water or steam. If loss to covered property is caused by water or steam not otherwise excluded, **we** will cover the cost of tearing out and replacing any part of **your dwelling** necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water escaped.

14. Freezing of:
  - a) plumbing, fire protective sprinkler systems, heating or air conditioning systems;
  - b) household appliances; or



- c) swimming pools, hot tubs and spas within the **dwelling**, their filtration and circulation systems; or discharge, leakage or overflow from within a), b) or c) above, caused by freezing, while the **building structure** or any **rental unit** in that **building structure** is vacant, unoccupied or being constructed, unless **you** have used reasonable care to:
- maintain heat in the **building structure** including all **rental units**; or
  - shut off the water supply and drain the system and appliances in the **building structure**.
15. Freezing, thawing, pressure or weight of water, snow or ice, whether driven by wind or not. This exclusion applies to:
- fences, pavements, patios, foundations, retaining walls, bulkheads, piers, wharves and docks; and
  - swimming pools, hot tubs, spas, their filtration and circulation systems if the swimming pool, hot tub or spa is not located within a heated portion of the **dwelling**.
16. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years, of water, steam or fuel:
- from a plumbing, heating, air conditioning or automatic fire protection system or from within a domestic appliance; or
  - from within or around any plumbing fixtures, including, but not limited to, shower stalls, shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.
17. Theft or burglary.  
However, **we** will cover damage to the exterior of covered **building structures** caused by the breaking in of a burglar or burglars if the **dwelling** is completed and has not been vacant or unoccupied for more than 90 consecutive days immediately prior to the loss. When **we** cover damage to the exterior of covered **building structures** caused by a burglar or burglars, **we** will also cover damage to interior surfaces of exterior doors and windows damaged by the break-in.
18. **Vandalism**. However, **we** do cover sudden and accidental direct physical loss caused by fire resulting from **vandalism** unless **your dwelling** has been vacant or unoccupied for more than 90 consecutive days immediately prior to the **vandalism**.
19. Any act of a **tenant**, or guests of a **tenant**, unless the act results in sudden and accidental direct physical loss caused by:
- fire;
  - explosion;
  - vehicles;
  - smoke. However, **we** do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural smudging or industrial operations;
  - increase or decrease of artificially generated electrical current to electrical appliances, fixtures and wiring;
  - bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water;
  - water or steam that escapes, due to accidental discharge or overflow, from a plumbing, heating or air conditioning system, an automatic fire protection system, or a household appliance; or
  - freezing of a plumbing, heating or air conditioning system or a household appliance.

20. Weather conditions that contribute in any way with a cause of loss excluded under **Losses We Do Not Cover Under Coverage A and B** to produce a loss.
21. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
- planning, zoning, development, surveying, siting;
  - design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - materials used in repair, construction, renovation or remodeling; or
  - maintenance

of property whether on or off the **residence premises** by any person or organization.

- B. **We** do not cover loss to the property described in **Coverage A – Dwelling Protection** or **Coverage B – Other Structures Protection** when:

- there are two or more causes of loss to the covered property; and
- the predominant cause(s) of loss is (are) excluded under items A.1 through A. 21 above.

- C. **We** do not cover loss to the property described in **Coverage A – Dwelling Protection** or **Coverage B – Other Structures Protection** consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions – Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

- D. **We** do not cover loss to the property described in **Coverage A – Dwelling Protection** or **Coverage B – Other Structures Protection** consisting of or caused by the following. These exclusions apply regardless of whether any other cause contributed concurrently or in any sequence to produce the loss:

- Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

**We** do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

- War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

#### ***Coverage C Personal Property Protection***

##### ***Property We Cover Under Coverage C:***

Personal property owned or used by an **insured person** which is rented or held for rental with the **residence premises**, or used for the service of the **residence premises**. Coverage applies only while the personal property is on the **residence premises**, or while it is temporarily removed for repairs.

##### ***Property We Do Not Cover Under Coverage C:***

- Personal property specifically described and insured by this or any other insurance.
- Animals.
- Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. **We** do not cover any motorized land vehicle parts, equipment or accessories. **We** do, however, cover motorized land vehicles and their parts, equipment and accessories used solely for the service of the **residence**



**premises** if not licensed for use on public roads.

4. Aircraft and aircraft parts.
5. Watercraft, including their trailers, furnishings, equipment and motors.
6. Outdoor signs.
7. Property of roomers, boarders or **tenants**.
8. Any device, cellular communication system, radar signal reception system, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, sound or picture which may be powered by electricity from a motorized land vehicle or watercraft.
9. Satellite dish antennas and their systems.

***Losses We Cover Under Coverage C:***

**We** will cover sudden and accidental direct physical loss to the property described in **Coverage C – Personal Property Protection**, except as limited or excluded in this policy, caused by:

1. Fire or lightning.

However, **we** do not cover loss caused by fire resulting from **vandalism** if **your dwelling** has been vacant or unoccupied for more than 90 consecutive days immediately prior to the **vandalism**.

2. Windstorm or hail.

**We** do not cover loss to covered property inside a **building structure**, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall.

3. Explosion.

4. Riot or Civil Commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.

**We** do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural smudging or industrial operations.

8. Falling objects.

**We** do not cover loss to personal property inside a **building structure** unless the falling object first damages an exterior wall or roof of the **building structure**. Damage to the falling object itself is not covered.

9. Weight of ice, snow or sleet which causes damage to personal property in a **building structure**, but only if the **building structure** is damaged due to the weight of ice, snow or sleet.
10. Increase or decrease of artificially generated electrical current to electrical appliances, fixtures and wiring.
11. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any **building structure** on the **residence premises**. This does not include damage to the glass.
12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water.
13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protection

system, or from a household appliance due to accidental discharge or overflow.

**We** do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system or a household appliance.

**We** do not cover loss to any covered property in a **building structure** or any **rental unit** at the **residence premises** under perils 12), 13), and 14) caused by or resulting from freezing while the **building structure** or any **rental unit** in that **building structure** is vacant, unoccupied or under construction unless **you** have used reasonable care to:

- a) maintain heat in the **building structure** including all **rental units**; or
- b) shut off the water supply and drain the system and appliances in the **building structure**.

***Losses We Do Not Cover Under Coverage C:***

- A. **We** do not cover loss to the property described in **Coverage C – Personal Property Protection** consisting of or caused by:
  1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
  2. Water or any other substance that backs up through sewers or drains.
  3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water

which is drained from a foundation area of a structure.

4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

**We** do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth.

This exclusion applies whether or not the earth movement is combined with water.

**We** do cover sudden and accidental direct physical loss caused by fire, explosion, or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**.

**We** do cover sudden and accidental direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.

7. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is

endangered by a cause of loss **we** cover.

8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.
9. Intentional or criminal acts of, or at the direction of, an **insured person**, if the loss that occurs:
  - a) may be reasonably expected to result from such acts; or
  - b) is the intended result of such acts.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

10. Any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
  - a) lead in any form;
  - b) asbestos in any form;
  - c) radon in any form; or
  - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.
11. Weather conditions that contribute in any way with a cause of loss excluded under **Losses We Do Not Cover Under Coverage C** to produce a loss.
12. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
  - a) planning, zoning, development, surveying, siting;
  - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c) materials used in repair, construction, renovation or remodeling; or
  - d) maintenance

of property whether on or off the **residence premises** by any person or organization.

- B. **We** do not cover loss to the property described in **Coverage C – Personal Property Protection** when:

- 1) there are two or more causes of loss to the property; and
- 2) the predominant cause(s) of loss is (are) excluded under items A.1 through A.12 above.

- C. **We** do not cover loss to the property described in **Coverage C – Personal Property Protection** consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions – Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

- D. **We** do not cover loss to the property described in **Coverage C – Personal Property Protection** consisting of or caused by the following. These exclusions apply regardless of whether any other cause contributed concurrently or in any sequence to produce the loss:

- 1) Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

**We** do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

- 2) War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

- c) the **rental unit** was occupied by a **tenant** within 60 days of the loss and was in the process of being renovated.

**Coverage D**  
**Fair Rental Income**

**We Will Cover Under Coverage D:**

1. **Your** lost fair rental income resulting from a covered loss, less charges and expenses which do not continue, when a loss **we** cover under **Coverage A – Dwelling Protection** makes a **rental unit** uninhabitable. **We** will pay for lost fair rental income for the shortest time required to either repair or replace the **rental unit**, but not to exceed 12 months from the date of the loss which made the **rental unit** uninhabitable.
2. **Your** lost fair rental income, less charges and expenses which do not continue, for up to two weeks should civil authorities prohibit use of the **dwelling** due to a loss at a neighboring premises caused by a peril **we** insure against under this policy.

However, payments for **your** lost fair rental income due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any payments paid or payable under **Section I Conditions – Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

These periods of time are not limited by the termination of this policy.

This protection begins only after **you** have given **us** notice of the covered loss and only if, at the time of the loss, the **rental unit** was habitable and:

- a) occupied by a **tenant**; or
- b) **you** had a signed, written rental agreement for the **rental unit**, in which case this protection begins on the occupancy date specified in the rental agreement; or

**We** do not cover loss or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

**Section I Additional Protection**

1. **Debris Removal**

**We** will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover. If the loss to the covered property and the cost of debris removal are more than the Limit Of Liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

2. **Trees, Shrubs, Plants and Lawns**

**We** will pay up to an additional 5% of the Limit Of Liability shown on the Policy Declarations under **Coverage A – Dwelling Protection** for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. **We** will not pay more than \$500 for any one tree, shrub, or plant, including expenses incurred for removing debris. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles, theft or collapse of a **building structure** or any part of a **building structure**.

**We** will pay up to \$500 for reasonable expenses **you** incur for the removal of debris of trees at the address of the **residence premises** for direct physical loss caused by windstorm, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under **Coverage A – Dwelling Protection** or **Coverage B – Other Structures Protection**.

**We** do not cover trees, shrubs, plants, or lawns grown for **business** purposes.

### 3. **Emergency Removal of Property**

**We** will pay for sudden and accidental direct physical loss to covered property from any cause while removed from the **residence premises** because of danger from a loss **we** cover. Protection is limited to a 30 day period from the date of removal. This protection does not increase the limit of liability that applies to the covered property.

### 4. **Fire Department Charges**

**We** will pay up to \$500 for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**. No deductible applies to this protection.

### 5. **Temporary Repairs After a Loss**

**We** will reimburse **you** up to \$5,000 for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover. This coverage does not increase the limit of liability applying to the property being repaired.

### 6. **Arson Reward**

**We** will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

### 7. **Collapse**

**We** will cover at the **residence premises**:

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**; and
- c) direct physical loss to covered property caused by a) or b) above.

For coverage to apply, the collapse of a **building structure** specified in a) or b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Coverage C – Personal Property Protection**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain or snow which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

**We** will not cover the collapse of underground septic tanks, fuel oil tanks, cess pools, cisterns or similar structures.

Loss to an awning, fence, patio, deck, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a **building structure** or part of a **building structure** that is a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Coverage C – Personal Property Protection**;
- b) weight of persons, animals, equipment or contents; weight of rain or snow which collects on a roof;
- c) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse as referenced herein means the covered **building structure** or part of the covered **building structure** has actually fallen down or fallen into pieces unexpectedly and instantaneously. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

This protection does not change the limit of liability applying to the covered property.

8. **Land**

If a sudden and accidental direct physical loss results in both a covered loss to **your dwelling**, other than the breakage of glass or safety glazing material, and a loss of land stability, **we** will pay up to \$10,000 for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise restore the land necessary to support that part of **your dwelling** sustaining the covered loss.

The **Losses We Do Not Cover Under Coverages A and B** reference to earth movement does not apply to the loss of land stability provided under this Additional Protection.

**Section I Conditions**1. **Deductible**

**We** will pay when a covered loss exceeds the deductible shown on the Policy Declarations.

**We** will then pay only the excess amount, unless **we** have indicated otherwise in this policy.

2. **Insurable Interest and Our Liability**

In the event of a covered loss, **we** will not pay for more than an **insured person's** insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

3. **What You Must Do After a Loss**

In the event of a loss to any property that may be covered by this policy, **you** must:

- a) promptly give **us** or **our** agent notice. Report any loss involving theft, **vandalism** or burglary to the police as soon as possible.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost,

actual cash value and the amount of loss claimed.

- d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine, and permit **us** to make copies.
- e) produce records supporting any claim for loss of fair rental income as often as **we** reasonably require.
- f) as often as **we** reasonably require:
  - 1) show **us** the damaged property.
  - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person**, and sign a transcript of the same.
  - 3) produce representatives, employees, members of the insured's household or others to the extent it is within the **insured person's** power to do so; and
  - 4) cooperate with **us** in the investigation or settlement of the claim, including providing available information concerning **tenants**; and
- g) within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
  - 1) the date, time, location and cause of the loss;
  - 2) the interest **insured persons** and others have in the property, including any encumbrances;
  - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
  - 4) any other insurance that may cover the loss;
  - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
  - 6) at **our** request, the specifications of any damaged **building structure** or other structure.

**We** have no duty to provide coverage under this section if **you**, an **insured person**, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to **us**.

#### 4. **Our Settlement Options**

In the event of a covered loss, **we** have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen covered property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in **Condition 5 How We Pay For a Loss**.

Within 30 days after **we** receive **your** signed, sworn proof of loss, **we** will notify **you** of the option or options **we** intend to exercise.

#### 5. **How We Pay For a Loss**

Under **Coverage A – Dwelling Protection**, **Coverage B – Other Structures Protection** and **Coverage C – Personal Property Protection**, payment for covered loss will be by one or more of the following methods:

- a) Special Payment. At **our** option, **we** may make payment for a covered loss before **you** repair, rebuild or replace the damaged, destroyed or stolen property if:
  - 1) the whole amount of loss for property covered under **Coverage A – Dwelling Protection** and **Coverage B – Other Structures Protection**, without deduction for depreciation, is less than \$2,500 and the property is not excluded from the Building Structure Reimbursement provision, or;
  - 2) the whole amount of loss for property covered under **Coverage C – Personal Property Protection**, without deduction for depreciation, is less than \$2,500, **your** Policy

Declarations shows that the Personal Property Reimbursement provision applies, and the property is not excluded from the Personal Property Reimbursement provision.

- b) Actual Cash Value. If **you** do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit Of Liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

If applicable, **you** may make claim for additional payment as described in paragraph c) and paragraph d) below if **you** repair or replace the damaged, destroyed or stolen covered property within 180 days of the actual cash value payment.

- c) Building Structure Reimbursement. Under **Coverage A – Dwelling Protection** and **Coverage B – Other Structures Protection**, **we** will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a **building structure** damaged by a covered loss.

This additional payment shall not include any amounts which may be paid or payable under **Section I Conditions – Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**, and shall not be



payable for any losses excluded in **Section I – Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, item C.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the **building structure(s)** for equivalent construction for the same use on the same premises;
- 2) the amount actually and necessarily spent to repair or replace the damaged **building structure(s)** with equivalent construction for the same use on the same premises; or
- 3) the Limit Of Liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Coverage A – Dwelling Protection** or **Coverage B – Other Structures Protection**, regardless of the number of **building structures** and structures other than **building structures** involved in the loss.

If **you** replace the damaged **building structure(s)** at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Reimbursement described above. The amount payable under Building Structure Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to **building structures** and the smallest of 1), 2), or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under **Coverage C – Personal Property Protection**;
- 2) property covered under **Coverage B – Other Structures Protection** that is not a **building structure**;
- 3) wall-to-wall carpeting, ceramic or vinyl floor coverings, hardwood floors, built-in appliances, fences, awnings and outdoor antennas whether or not fastened to a **building structure**; or
- 4) land.

Payment under a, b, or c above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of **building structures** or other structures.

- d) Personal Property Reimbursement. When the Policy Declarations shows that the Personal Property Reimbursement provision applies under **Coverage C – Personal Property Protection**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered personal property within 180 days of the actual cash value payment.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the Limit Of Liability shown on the Policy Declarations for **Coverage C – Personal Property Protection**.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal



property and the smallest of 1), 2), or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under **Coverage A – Dwelling Protection** or **Coverage B – Other Structures Protection**;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collector's items;
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
- 5) wall-to-wall carpeting.

#### 6. **Our Settlement of Loss**

**We** will settle any covered loss with **you** unless some other person or entity is named in the policy. **We** will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, an appraisal award, or by a court judgment.

#### 7. **Appraisal**

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual

cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by the appraisers or an appraiser and the umpire will determine the amount of loss.

Each party will pay the appraiser it chooses and equally bear expenses for the umpire and all other appraisal expenses.

#### 8. **Abandoned Property**

**We** are not obligated to accept any property or responsibility for any property abandoned by an **insured person**.

#### 9. **Mortgagee**

A covered loss will be payable to the mortgagees named on the Policy Declarations to the extent of their interest and in the order of precedence. All provisions of **Section I** of this policy apply to these mortgagees.

**We** will:

- a) protect the mortgagee's interest in a covered **building structure** in the event of an increase in hazard, intentional or criminal acts of, or directed by, an **insured person**, failure by any **insured person** to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
- b) give the mortgagee at least 10 days notice if **we** cancel this policy.

The mortgagee will:

- a) furnish proof of loss within 60 days after notice of the loss if an **insured person** fails to do so;
- b) pay upon demand any premium due if an **insured person** fails to do so;
- c) notify **us** in writing of any change of ownership or occupancy or any

- increase in hazard of which the mortgagee has knowledge;
- d) give **us** the mortgagee's right of recovery against any party liable for loss; and
  - e) after a loss, and at **our** option, permit **us** to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision shall apply to any trustee, loss payee or other secured party.

**10. Permission Granted to You**

- a) The **residence premises** may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A **building structure** under construction is not considered vacant or unoccupied.
- b) **You** may make alterations, additions or repairs, and **you** may complete structures under construction.

**11. Our Rights to Recover Payment**

When **we** pay for any loss, an **insured person's** rights to recover from anyone else become **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them.

**You** may waive **your** rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

**12. Our Rights to Obtain Salvage**

**We** have the option to take all or any part of the damaged or destroyed covered property upon replacement by **us** or payment of the agreed or appraised value.

**We** will notify **you** of **our** intent to exercise this option within 30 days after **we** receive **your** signed, sworn proof of loss.

When **we** settle any loss caused by theft or disappearance, **we** have the right to obtain

all or part of any property which may be recovered. An **insured person** must protect this right and inform **us** of any property recovered. **We** will inform **you** of **our** intent to exercise this right within 10 days of **your** notice of recovery to **us**.

**13. Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- a) there has been full compliance with all policy terms; and
- b) the action is commenced within one year after the inception of loss or damage.

**14. Loss to a Pair or Set**

If there is a covered loss to a pair or set, **we** may:

- a) repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or
- b) pay the difference between the actual cash value of the pair or set before and after the loss.

**15. Glass Replacement**

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

**16. No Benefit to Bailee**

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

**17. Other Insurance**

If both this insurance and other insurance apply to a loss, **we** will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a covered loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

**18. Property Insurance Adjustment**

When the Policy Declarations indicates that the Property Insurance Adjustment Condition

applies, **you** agree that, at each policy anniversary, **we** may increase the limit of liability shown on the Policy Declarations for **Coverage A – Dwelling Protection** to reflect one of the following:

- a) the rate of change in the Index identified in the Important Payment and Coverage Information section of the Policy Declarations. The limit of liability for **Coverage A – Dwelling Protection** for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest \$1000; or
- b) the minimum amount of insurance coverage **we** are willing to issue for the succeeding premium period under **Coverage A – Dwelling Protection** for **your dwelling** and other property **we** cover under **Coverage A – Dwelling Protection**.

Any adjustment in the limit of liability for **Coverage A – Dwelling Protection** will result in an adjustment in the limit of liability for **Coverage B – Other Structures Protection** and **Coverage C – Personal Property Protection** in accordance with **our** manual of Rules and Rates.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by **us** at the time a change in limits is made.

**We** will not reduce the limit of liability shown on the Policy Declarations without **your** consent. **You** agree that it is **your** responsibility to ensure that each of the limits of liability shown on the Policy Declarations are appropriate for **your** insurance needs. If **you** want to increase or decrease any of the limits of liability shown on the Policy Declarations, **you** must contact **us** to request such a change.

19. **Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**

In the event of a covered water loss under **Coverage A – Dwelling Protection, Coverage B – Other Structures Protection** or **Coverage C – Personal Property Protection**, **we** will pay up to \$5,000 for mold, fungus, wet rot or dry rot remediation.

**Remediation** means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property **we** cover under **Coverage A – Dwelling Protection, Coverage B – Other Structures Protection** or **Coverage C – Personal Property Protection** damaged by a covered water loss. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This does not increase the limits of liability under **Coverage A – Dwelling Protection, Coverage B – Other Structures Protection** or **Coverage C – Personal Property Protection**.

## **SECTION II – LIABILITY PROTECTION AND PREMISES MEDICAL PROTECTION**

### ***Coverage X Liability Protection***

#### ***Losses We Cover Under Coverage X:***

Subject to the terms, conditions and limitations of this policy, **we** will pay compensatory damages which an **insured person** becomes legally obligated to pay because of **bodily injury, personal injury, or property damage** arising from a covered **occurrence**. **We** will not pay any punitive or exemplary damages, fines or penalties.

**We** may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even

if the allegations are groundless, false or fraudulent. **We** are not obligated to defend any suit or pay any claim or judgment after **we** have exhausted **our** limit of liability.

***Losses We Do Not Cover Under Coverage X:***

1. **We** do not cover **bodily injury, personal injury, or property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, an **insured person**. This exclusion applies even if:
  - a) an **insured person** lacks the mental capacity to govern his or her conduct;
  - b) such **bodily injury, personal injury or property damage** is of a different kind or degree than intended or reasonably expected; or
  - c) such **bodily injury, personal injury, or property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

2. **We** do not cover **bodily injury or personal injury** to an **insured person**.
3. **We** do not cover **property damage** to any:
  - a) property owned by an **insured person**;
  - b) property owned by others which an **insured person** agreed to insure or for which an **insured person** agreed to be responsible; or
  - c) property rented to, occupied or used by, or in the care of an **insured person**.
4. **We** do not cover **bodily injury or personal injury** to any person eligible to receive benefits required to be provided or voluntarily provided by an **insured person** under any workers compensation law, non-occupational disability law, occupational disease law, disability benefits law, or any other similar law.

5. **We** do not cover **bodily injury, personal injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any:
  - a) aircraft;
  - b) watercraft; or
  - c) motorized land vehicle or trailer other than lawn and garden implements under 40 motor horsepower.
6. **We** do not cover **bodily injury, personal injury or property damage** arising out of the negligent supervision by an **insured person** of any person.
7. **We** do not cover any liability imposed on any **insured person** by any governmental authority arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any:
  - a) aircraft;
  - b) watercraft; or
  - c) motorized land vehicle or trailer other than lawn and garden implements under 40 motor horsepower.
8. **We** do not cover **bodily injury or personal injury** which results in any manner from any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
  - a) lead in any form;
  - b) asbestos in any form;
  - c) radon in any form; or
  - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.

However, **we** do cover **bodily injury** which results from the sudden and accidental discharge, dispersal, release or escape of carbon monoxide from a heating system, an appliance for heating water, or a household appliance located at the **residence premises**.

9. **We** do not cover **property damage** consisting of or caused by any type of

vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form; or
- d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.

10. **We do not cover any liability imposed upon any insured person by any governmental authority for bodily injury or personal injury which results in any manner from, or for property damage consisting of or caused by, any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:**

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form; or
- d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.

11. **We do not cover any loss, cost or expense arising out of any request, demand, or order that any insured person test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or access the effects of any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:**

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form; or
- d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.

12. **We do not cover bodily injury, personal injury or property damage arising out of the rendering of, or failure to render, professional services by an insured person.**

13. **We do not cover bodily injury, personal injury or property damage arising out of the past or present business activities of an insured person.**

14. **We do not cover bodily injury, personal injury or property damage arising out of any premises, other than the residence premises, owned, rented or controlled by an insured person.**

15. **We do not cover bodily injury, personal injury or property damage arising from any contract or agreement, whether written or oral.**

16. **We do not cover bodily injury, personal injury or property damage caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.**

17. **We do not cover bodily injury, personal injury or property damage for which an insured person may be held legally liable arising out of the sale, distribution, manufacture, service, use or gift or any alcoholic beverage(s) or any controlled or illegal substances.**

18. **We do not cover personal injury caused by a violation of a law or ordinance committed:**

- a) by an **insured person**; or
- b) with an **insured person's** knowledge or consent.

19. **We do not cover personal injury to any person if the personal injury arises from that person's employment by an insured person.**

20. **We do not cover personal injury arising from the publication of libelous or defamatory remarks or from the utterance of slanderous or defamatory remarks:**

- a) if the initial publication or utterance of the same or similar material by or on behalf of an **insured person** occurred prior to the effective date of this insurance.

- b) made by or at the direction of an **insured person** with awareness of the falsity of such remarks.

21. **We** do not cover **personal injury** arising from illegal discrimination.
22. **We** do not cover **bodily injury, personal injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
23. **We** do not cover any liability imposed upon any **insured person** by any governmental authority for **bodily injury, personal injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

**Coverage Y**  
**Premises Medical Protection**

**Losses We Cover Under Coverage Y:**

**We** will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eye glasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an **occurrence** resulting in **bodily injury** covered by this part of the policy.

Payment will be made only if **bodily injury**:

1. arises from a condition on the **residence premises** or immediately adjoining ways; or
2. arises from an **occurrence** for which indemnification is provided under **Coverage X – Liability Protection** of this policy.

**Losses We Do Not Cover Under Coverage Y:**

1. **We** do not cover any **bodily injury** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, an **insured person**.

This exclusion applies even if:

- a) an **insured person** lacks the mental capacity to govern his or her conduct;
- b) such **bodily injury** is of a different kind or degree than intended or reasonably expected; or
- c) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

2. **We** do not cover **bodily injury** to any person eligible to receive benefits required to be provided or voluntarily provided by an **insured person** under any workers compensation law, non-occupational disability law, occupational disease law, disability benefits law, or any other similar law.
3. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any:
  - a) aircraft;
  - b) watercraft; or
  - c) motorized land vehicle or trailer other than lawn and garden implements under 40 motor horsepower.
4. **We** do not cover **bodily injury** arising out of the negligent supervision by an **insured person** of any person.
5. **We** do not cover any **bodily injury** to an **insured person**.
6. **We** do not cover **bodily injury** which results in any manner from any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
  - a) lead in any form;
  - b) asbestos in any form;
  - c) radon in any form; or
  - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.



However, **we** do cover **bodily injury** which results from the sudden and accidental discharge, dispersal, release or escape of carbon monoxide from a heating system, an appliance for heating water, or a household appliance located at the **residence premises**.

7. **We** do not cover **bodily injury** arising out of the rendering of, or failure to render, professional services by an **insured person**.
8. **We** do not cover **bodily injury** to any person arising out of a professional service being conducted on the **residence premises** by any person.
9. **We** do not cover **bodily injury** caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
10. **We** do not cover **bodily injury** to any person if the **bodily injury** arises from that person's employment by an **insured person**.
11. **We** do not cover **bodily injury**:
  - a) to a **tenant** if the **bodily injury** occurs on the part of the **residence premises** rented from an **insured person**; or
  - b) to an employee of a tenant if the **bodily injury** arises out of employment by the **tenant**.
12. **We** do not cover **bodily injury** to any person engaged in:
  - a) maintenance or repair of the **residence premises**;
  - b) alteration, demolition or new construction at the **residence premises**.
13. **We** do not cover **bodily injury** arising out of the sale, distribution, manufacture, service, use or gift of any alcoholic beverage(s) or any controlled or illegal substances.
14. **We** do not cover **bodily injury** or **personal injury** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

## **Section II – Additional Protection**

**We** will pay, in addition to the applicable limits of liability:

### **1. Claim Expense**

**We** will pay:

- a) all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**;
- b) interest accruing on damages awarded until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy. Interest will be paid only on damages which do not exceed **our** limits of liability;
- c) premiums on bonds required in any suit **we** defend; **we** will not pay bond premiums in an amount that is more than **our Coverage X – Liability Protection** limit of liability. **We** have no obligation to apply for or furnish bonds;
- d) Up to \$150 per day for loss of wages and salary when **we** ask **you** to attend trials and hearings;
- e) any other reasonable expenses incurred by an **insured person** at **our** request.

### **2. Emergency First Aid**

**We** will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an **occurrence** involving **bodily injury** covered under this policy.

## **Section II Conditions**

### **1. What You Must Do After a Loss**

In the event of **bodily injury**, **personal injury** or **property damage**, **you** must do the following:

- a) Promptly notify **us** or **our** agent stating:
  - 1) **your** name and policy number;
  - 2) the date, the place and the circumstances of the loss;
  - 3) the name and address of anyone who might have a claim against an **insured person**;

- 4) the names and addresses of any witnesses.
- b) Promptly send **us** any legal papers relating to the loss.
- c) At **our** request, an **insured person** will:
  - 1) cooperate with **us** and assist **us** in any matter concerning a claim or suit;
  - 2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
  - 3) attend any hearing or trial;
  - 4) assist **us** by collecting and giving evidence and obtaining witnesses.

Any **insured person** will not voluntarily pay any money, assume any obligations, or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

2. **What an Injured Person Must Do – Coverage Y – Premises Medical Protection**

If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give **us** written proof of the loss. If **we** request, this must be done under oath.
- b) Give **us** written authorization to obtain copies of all medical records and reports.
- c) Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

3. **Our Payment of Loss – Coverage Y – Premises Medical Protection**

**We** may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

4. **Our Limits of Liability**

Regardless of the number of insured persons, injured persons, claims, claimants or policies involved, **our** total liability under **Coverage X – Liability Protection** for damages resulting from one **occurrence** will

not exceed the Limit Of Liability shown on the Policy Declarations. All **bodily injury**, **personal injury** and **property damage** resulting from continuous or repeated exposure to the same general conditions is considered the result of one **occurrence**.

**Our** total liability under **Coverage Y – Premises Medical Protection** for all medical expenses payable for **bodily injury** to any one person shall not exceed the each person Limit Of Liability shown on the Policy Declarations.

5. **Bankruptcy**

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

6. **Our Rights to Recover Payment – Coverage X – Liability Protection**

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them.

7. **Action Against Us**

- a) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.
- b) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Coverage X – Liability Protection**, unless the obligation of an **insured person** to pay has been finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**, and the action against **us** is commenced within one year of such judgment or agreement.
- c) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under



**Coverage Y – Premises Medical**

**Protection**, unless such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred.

- d) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Section II – Additional Protection**, unless such action is commenced within one year after the date the claim expenses or emergency first aid expenses for which coverage is sought were actually incurred.
- e) No one shall have any right to make **us** a party to an action to determine the liability of an **insured person**.

8. **Other Insurance – Coverage X – Liability Protection**

This insurance is excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

### **SECTION III – OPTIONAL PROTECTION**

#### **Optional Coverages You May Buy**

The following optional coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Coverage BC  
Building Codes**

**We** will pay up to 10% of the amount of insurance on the Policy Declarations under **Coverage A – Dwelling Protection** to comply with local building codes after covered loss to **your dwelling** or when repair or replacement results in increased cost due to the enforcement of any building codes, ordinances or laws regulating the construction,

reconstruction, maintenance, repair or demolition of **your dwelling**.

2. **Coverage F  
Fire Department Charges**

The \$500 limit applying to the fire department service charges under **Section I Additional Protection** is increased to the amount shown on the Policy Declarations.

3. **Coverage G  
Loss Assessments**

If **your** ownership of **your dwelling** requires that **you** be a member of, and subject to the rules of, an association governing areas held in common by all building owners as members of the association, **we** will pay **your** share of any special assessment charged against all building owners by the association up to the Limit Of Liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss **we** cover under **Section I** of this policy; or
- b) **bodily injury** or **property damage** covered under **Section II** of this policy.

However, this optional coverage shall apply only to special assessments made as a result of covered losses occurring while this optional coverage is in force.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

**We** will pay only when the assessment levied against the **insured person**, as a result of any one loss, for **bodily injury** or **property damage** exceeds **\$500** and then only for the amount of such excess. This coverage is not subject to any deductible applying to **Section I** of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to **Sections I and II** of this policy and the **Section I and II Conditions**, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

4. **Coverage SD**

**Satellite Dish Antennas**

**Coverage C – Personal Property Protection** is extended to pay for sudden and accidental direct physical loss to **your** satellite dish antennas and their systems on **your residence premises**, subject to the provisions of **Coverage C – Personal Property Protection**. The amount of coverage is shown on the Policy Declarations.

## Policy Endorsement

Policy number: **821 074 045**  
 Policy effective date: October 16, 2019

*The following endorsement changes your policy.  
 Please read this document carefully and keep it with your policy.*

### Georgia Landlords Package Policy Amendatory Endorsement - AS185-5

I. In the **General** section, the following changes are made:

A. The **Cancellation** provision is replaced by the following:

#### **Cancellation**

**Your** Right to Cancel:

**You** may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

However, if this policy may not be canceled unless notice is given to a governmental agency, mortgagee, or other third party, **we** shall mail or deliver such notice stating the date cancellation shall become effective, but such date shall not be less than 10 days from the date of mailing or delivery of the notice.

**Our** Right to Cancel:

**We** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations.

When this policy has been in effect for less than 60 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason by mailing notice to **you** at least 10 days before cancellation takes effect.

When this policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

1. non-payment of premium;
2. the policy was obtained by misrepresentation, fraud or concealment of material facts;
3. material misrepresentation, fraud or concealment of material facts in presenting a claim;
4. any material violation of the policy terms and conditions; or
5. there has been a substantial change or increase in hazard in the risk **we** originally accepted.

If the cancellation is for non-payment of premium, **we** will mail notice to **you** at least 10 days notice. If the cancellation is for any other reason, **we** will mail notice to **you** at least 45 days notice.

**Our** mailing the notice of cancellation to **you** by first class mail will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice.

**Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible.

Policy endorsement

Policy number:

**821 074 045**

Policy effective date:

October 16, 2019

Page 2 of 3



However, refund of unearned premium is not a condition of cancellation.

**Our Right Not to Continue or Renew:**

**We** have the right not to continue or renew this policy beyond the current premium period. If **we** do not intend to continue or renew the policy, **we** will mail **you** notice at least 45 days before the end of the premium period. **Our** mailing the notice of nonrenewal to **you** will be deemed proof of notice.

- B. The **Misrepresentation, Fraud or Concealment** provision is replaced by the following:

**Concealment Or Fraud**

**We** do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.

- II. In **Section I—Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, item C is replaced by the following:

- C. Mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion does not apply to direct loss that ensues from fire or lightning.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- III. In **Section I—Your Property**, under **Losses We Do Not Cover Under Coverage C**, the following changes are made:

- A. Item 2 is replaced by the following:

2. Windstorm or hail.

**We** do not cover:

- a) loss to covered property inside a **building structure**, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the opening; and
- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, **we** do cover canoes and rowboats on the **residence premises**.

- B. Item C is replaced by the following:

- C. Mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion does not apply to direct loss that ensues from fire or lightning.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- IV. In **Section I—Your Property**, under **Section I Additional Protection**, the **Collapse** provision is replaced by the following:

**Collapse**

**We will cover at the residence premises:**

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**;
- c) the separation of covered **building structure** from another part of the **building structure**, but only in the event the separation directly damages the interior of the **building structure** which results in the **building structure** not being inhabitable for its intended purposes; and
- d) direct physical loss to covered property caused by a) or b) above.

For coverage to apply, the collapse of a **building structure** specified in a), b), or c) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Personal Property Protection—Coverage C**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain or snow which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

**We** will not cover the collapse of underground septic tanks, fuel oil tanks, cesspools, cisterns or similar structures.

Loss to an awning, fence, patio, deck, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a **building structure** or part of a **building structure** that is a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Personal Property Protection—Coverage C**;
- b) weight of persons, animals, equipment or contents; weight of rain or snow which collects on a roof;



Policy endorsement

Policy number:

**821 074 045**

Policy effective date:

October 16, 2019

Page 3 of 3

- c) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse as referenced herein means the covered **building structure** or part of the covered **building structure** has actually fallen down or fallen into pieces unexpectedly and instantaneously. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

This protection does not change the limit of liability applying to the covered property.

V. In **Section I Conditions** the following changes are made:

- A. Under **How We Pay For A Loss**, the following is added:

**Our** payment under this condition 5, **How We Pay For A Loss**, will not include payment for any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement.

- B. In item 9, **Mortgagee**, subsection b) is revised to provide that **we** will give the mortgagee at least 30 days notice if **we** cancel the policy.

- C. Item 19 is replaced by the following:

19. **Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**

In the event of a covered water loss under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C**, **we** will pay up to \$10,000 for mold, fungus, wet rot or dry rot **remediation**.

However, if a premium is shown on the Policy Declarations for **Optional Protection For Mold**, **we** will pay up to the applicable limit of liability shown on the Policy Declarations for **Optional Protection For Mold** for mold, fungus, wet rot or dry rot **remediation**.

If a premium is shown on the Policy Declarations for **Optional Protection For Mold**:

- a) the "Remediation" limit shown on the Policy Declarations for **Optional Protection For Mold** is the maximum **we** will pay for all mold, fungus, wet rot or dry rot **remediation** resulting from any one covered water loss; and
- b) the "Aggregate Remediation" limit shown on the Policy Declarations for **Optional Protection For Mold** is the maximum **we** will pay for all mold, fungus, wet rot or dry

rot **remediation** resulting from all covered water losses during the premium period, regardless of the number of locations insured under the policy or number of claims made. This "Aggregate Remediation" limit is subject to the "Remediation" limit.

**Remediation** means:

- a) any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot;
- b) the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property **we** cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** damaged by a covered water loss.

**Remediation** does not include any activities or amounts other than those described in a), b) or c) above.

This Condition does not increase or decrease the limits of liability under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C**.

- VI. In **Section II—Liability Protection And Premises Medical Protection**, under **Liability Protection-Coverage X, Losses We Do Not Cover Under Coverage X**, items 8 and 9 are replaced by the following:

8. **We** do not cover **bodily injury** or **personal injury** which results from lead in any form.
9. **We** do not cover **property damage** consisting of or caused by lead in any form.

- VII. In **Section II—Liability Protection And Premises Medical Protection**, under **Premises Medical Protection-Coverage Y, Losses We Do Not Cover Under Coverage Y**, item 6 is replaced by the following:

6. **We** do not cover **bodily injury** which results from lead in any form.

All other policy terms and conditions apply.

## Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

### STANDARD FIRE POLICY PROVISIONS — AU14116

This form contains the provisions of the Standard Fire Policy. Whenever the terms and provisions of Section I can be construed to perform a liberalization of the provisions found in the Standard Fire Policy, the terms and provisions of Section I shall apply.

**In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Specified in the Declarations** (or specified in endorsement attached thereto), **Allstate, for the term shown in the Declarations from inception date shown in the Declarations until cancelled or expiration** at location of property involved, to an amount not exceeding the limit of liability specified, does insure **the Insured named in the Declarations** and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance of any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the Insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of Allstate.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

**Concealment, fraud.** This entire policy shall be void if, whether before or after a loss, the insured has will-

fully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

**Uninsurable and excepted property** This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

**Perils not included.** This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

**Other insurance** Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

**Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring**

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(C) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

**Other perils or subjects.** Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

**Added provisions.** The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.



**Waiver provisions.** No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

**Cancellation of policy.** This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

**Mortgagee interests and obligations.** If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

**Pro rata liability.** This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

**Requirements in case loss occurs.** The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in

96 detail quantities, costs, actual cash value and amount of loss  
 97 claimed; **and within sixty days after the loss, unless such time**  
 98 **is extended in writing by this Company, the insured shall render**  
 99 **to this Company a proof of loss**, signed and sworn to by the  
 100 insured, stating the knowledge and belief of the insured as to  
 101 the following: the time and origin of the loss, the interest of the  
 102 insured and of all others in the property, the actual cash value of  
 103 each item thereof and the amount of loss thereto, all encum-  
 104 brances thereof, all other contracts of insurance, whether valid  
 105 or not, covering any of said property, any changes in the title,  
 106 use, occupation, location, possession or exposures of said prop-  
 107 erty since the issuing of this policy, by whom and for what  
 108 purpose any building herein described and the several parts  
 109 thereof were occupied at the time of loss and whether or not it  
 110 then stood on leased ground, and shall furnish a copy of all the  
 111 descriptions and schedules in all policies and, if required, verified  
 112 plans and specifications of any building, fixtures or machinery  
 113 destroyed or damaged. The insured, as often as may be reason-  
 114 ably required, shall exhibit to any person designated by this  
 115 Company all that remains of any property herein described, and  
 116 submit to examinations under oath by any person named by this  
 117 Company, and subscribe the same; and, as often as may be  
 118 reasonably required, shall produce for examination all books of  
 119 account, bills, invoices and other vouchers, or certified copies  
 120 thereof if originals be lost, at such reasonable time and place as  
 121 may be designated by this Company or its representative, and  
 122 shall permit extracts and copies thereof to be made.

123 **Appraisal.** In case the insured and this Company shall  
 124 fail to agree as to the actual cash value of  
 125 the amount of loss, then, on the written demand of either, each  
 126 shall select a competent and disinterested appraiser and notify  
 127 the other of the appraiser selected within twenty days of such  
 128 demand. The appraisers shall first select a competent and dis-  
 129 interested umpire; and failing for fifteen days to agree upon  
 130 such umpire, then, on request of the insured or this Company,  
 131 such umpire shall be selected by a judge of a court of record in  
 132 the state in which the property covered is located. The ap-  
 133 praisers shall then appraise the loss, stating separately actual  
 134 cash value and loss to each item; and, failing to agree, shall  
 135 submit their differences, only, to the umpire. An award in writ-  
 136 ing, so itemized, of any two when filed with this Company shall  
 137 determine the amount of actual cash value and loss. Each  
 138 appraiser shall be paid by the party selecting him and the ex-  
 139 penses of appraisal and umpire shall be paid by the parties  
 140 equally.

141 **Company's** It shall be optional with this Company to  
 142 **options.** take all, or any part, of the property at the  
 143 agreed or appraised value, and also to re-  
 144 pair, rebuild or replace the property destroyed or damaged with

145 other of like kind and quality within a reasonable time, on giv-  
146 ing notice of its intention so to do within thirty days after the  
147 receipt of the proof of loss herein required.

148 **Abandonment.** There can be no abandonment to this Com-  
149 pany of any property.

150 **When loss** The amount of loss for which this Company  
151 **payable.** may be liable shall be payable sixty days  
152 after proof of loss, as herein provided, is  
153 received by this Company and ascertainment of the loss is made  
154 either by agreement between the insured and this Company ex-  
155 pressed in writing or by the filing with this Company of an  
156 award as herein provided.

157 **Suit.** No suit or action on this policy for the recov-  
158 ery of any claim shall be sustainable in any  
159 court of law or equity unless all the requirements of this policy  
160 shall have been complied with, and unless commenced within  
161 two years next after inception of the loss.

162 **Subrogation.** This Company may require from the insured  
163 an assignment of all right of recovery against  
164 any party for loss to the extend that payment therefor is made  
165 by this Company.

